

March 4, 2020

St. Clairsville, Ohio

March 4, 2020

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann and Josh Meyer, Commissioners and Jayne Long, Clerk of the Board. Absent: Commissioner J. P. Dutton

Commissioner Echemann said Commissioner Dutton was out of the county attending an U.S. Department of Energy meeting.

**MEETINGS ARE NOW BEING RECORDED**  
**ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS**  
**PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.**

**IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

**IN THE TOTAL AMOUNT OF \$474,850.32**

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF TRANSFERS WITHIN FUND**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the following transfers within fund for the following funds:

**H00 PUBLIC ASSISTANCE FUND/BCDJFS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2510-H000-H17.000 Other Expenses	E-2510-H000-H14.007 Unemployment	\$17,000.00

**S30 OAKVIEW JUVENILE DETENTION CENTER**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S63.000 General	E-8010-S030-S64.012 Equipment	\$1,025.00

**Y91 EMPLOYERS SHARE HOLDING ACCOUNT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$164.92

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the following transfers between funds as follows:

**T10 WATER & SEWER GUARANTEE AND OTHER VARIOUS FUNDS/BCWSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$4,287.06
E-3711-T010-T07.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$2,110.41

**T71 FEMA FUND AND THE K00 M.V.G.T. FUND/ENGINEERS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9713-T071-T08.074 Transfers Out	R-2810-K000-K18.574 Transfers In	\$6,829.92

**T71 FEMA FUND AND THE N45 ROADWAY IMPROVEMENT/ENGINEER**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9713-T071-T08.074 Transfers Out	R-9045-N045-N05.574 Transfers In	\$612,239.65

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF TRANSFER OF FUNDS FOR MUTUAL OF OMAHA LIFE INSURANCE**

**CHARGEBACKS FOR THE FIRST QUARTER PERIOD: JANUARY, FEBRUARY & MARCH, 2020**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the

Mutual of Omaha Life Insurance Chargebacks for the First Quarter Period: January, February & March, 2020

<b>Transfer From</b>		<b>Transfer To</b>	<b>Amount</b>
<b>E-0256-A014-A09.006</b>	<b>TOTAL GENERAL FUND</b>	<b>R-9891-Y091-Y05.500</b>	<b>1,869.38</b>
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	42.81
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	51.78
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	33.75
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	158.30
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	298.32
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	37.14

March 4, 2020

E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	6.75
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	164.31
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	47.25
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	221.40
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	48.60
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	13.50
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	6.75
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	40.50
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	117.00
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	579.07
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	82.14
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	29.73
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	6.27
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	8.01
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	2.85
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	10.14
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	19.05
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	14.19
E-2236-F088-F01.002	GV	R-9891-Y091-Y05.500	1.35
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	22.29
E-2237-F089-F01.002	INTEGRATED NALOXONE (IN)	R-9891-Y091-Y05.500	1.35
E-2211-F069-F04-000	TRAILER PARKS	R-9891-Y091-Y05.500	0.87
E-2219-N050-N05.000	WATER	R-9891-Y091-Y05.500	0.81
E-2227-F074-F06.000	SEWAGE	R-9891-Y091-Y05.500	9.78
E-2220-P070-P01.002	POOLS	R-9891-Y091-Y05.500	0.45
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	24.75
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	6.75
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	6.75
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-0400-M060-M84.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	6.75
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	20.25
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	13.50
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	4.50
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	6.75
E-0914-S035-S05.000	SARGUS GRANT	R-9891-Y091-Y05.500	
<b>Total amount this transfer</b>			<b>4,083.14</b>

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE DELTA DENTAL CHARGEBACKS FOR  
THE MONTHS OF FEBRUARY & MARCH 2020**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Delta Dental Chargebacks for the months of February & March 2020

March 4, 2020

	<b>FROM</b>	<b>TO</b>	<b>TOTAL</b>
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	19,576.50
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	384.04
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	394.26
GRANT / JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	205.76
CARE & CUSTODY	E-0400-M060-M84.008	R-9891-Y091-Y07.500	102.88
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	205.76
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	308.64
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1690.48
COUNTY RECORDER	E-1210-S078-S14.006	R-9891-Y091-Y07.500	0.00
DRETAC-TREAS	E-1410-W082-T07.006	R-9891-Y091-Y07.500	0.00
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	524.62
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y07.500	102.88
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	102.88
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	102.88
COMMON PLEAS/GEN SP/MED	E-1544-S054-S05.000	R-9891-Y091-Y07.500	0.00
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	102.88
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	37.70
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	102.88
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	102.88
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	102.88
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	253.68
AUDITOR CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y07.500	37.70
MEDATION GRANT	E-1573-S074-S05.006	R-9891-Y091-Y07.500	0.00
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	102.88
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	37.70
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	423.43
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	20.42
PREP	E-2230-F082-F01.002	R-9891-Y091-Y07.500	0.00
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	10.28
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	10.28
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	22.64
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	108.71
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	150.94
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	143.85
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y07.500	205.76
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	122.08
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	249.88
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	17.96
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	10.82
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	294.90
HUMAN SERVICES			
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	0.00
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	102.88
K-2	E-2811-K200-K10.006	R-9891-Y091-Y07.500	0.00
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	205.76
K-25	E-2813-K000-K39-006	R-9891-Y091-Y07.500	102.88
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	2,744.64
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	718.76

March 4, 2020

WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	411.52
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	3,792.48
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	421.74
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1395.58
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	0.00
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	37.70
TOTALS		R-9891-Y091-Y07.500	38,006.17

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE VISION CHARGEBACKS FOR  
THE MONTHS OF FEBRUARY & MARCH 2020**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Vision Chargebacks for the months of February & March 2020

	<b>FROM</b>	<b>TO</b>	<b>TOTAL</b>
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	5,402.34
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	107.28
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	115.74

**GRANTS/JUVENILE COURT**

CARE & CUSTODY (C-CAP) JUV.CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	55.44
CARE & CUSTODY	E-0400-M060-M84.008	R-9891-Y091-Y06.500	27.72
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	55.44
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	83.16

DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	470.70
COUNTY RECORDER	E-1210-S078-S14.006	R-9891-Y091-Y06.500	0.00
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	147.06
DRETAC-TREAS	E-1410-W082-T07.006	R-9891-Y091-Y06.500	0.00
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	27.72
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	27.72
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y06.500	27.72
COMMON PLEAS/GEN. SP/MED	E-1544-S054-S05.000	R-9891-Y091-Y06.500	0.00
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	27.72
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	12.06
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	27.72
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	27.72
EASTERN SPEC. PROJ.	E-1571-S097-S03.006	R-9891-Y091-Y06.500	27.72
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	75.96
AUDITORS CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y06.500	12.06
MEDIATION GRANT	E-1573-S074-S05.006	R-9891-Y091-Y06.500	0.00
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	27.72
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	12.06

**COUNTY HEALTH DEPT**

County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	128.40
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	5.46
PREP	E-2230-F082-F01.002	R-9891-Y091-Y06.500	0.00
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	2.78
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	2.78

March 4, 2020

Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	6.10
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	29.48
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	40.66
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	40.99
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y06.500	55.44
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	34.66
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	67.32
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	4.84
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	2.92
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	81.36
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	457.38
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	0.00
K-1	E-2811-K200-K10.006	R-9891-Y091-Y06.500	27.72
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	0.00
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	586.98
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	221.76
<b>WATER/SEWER DEPT</b>			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	752.36
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	199.84
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	110.88
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	1,052.28
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	119.34
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	389.34
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	0.00
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	12.06
<b>TOTAL</b>			11,231.91

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF TRANSFER OF FUNDS  
FOR HSA CHARGEBACKS/MARCH 2020**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for HSA Chargebacks for March 2020.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y12.500	60.70
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y12.500	60.70
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y12.500	60.70
<b>TOTALS</b>			182.10

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF APPROVING  
THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated March 4, 2020, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF GRANTING PERMISSION  
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows: **DJFS**-Mike Schlanz, Brenna Rocchio and Lori Bittengle to Newark, OH, on March 3, 2020, to attend the Licking County Aging Program. A county vehicle will be used for travel. Estimated expenses: \$45.00. Mike Schlanz to Cadiz, OH, for a Workforce Operator meeting. A county vehicle will be used for travel. Mike Schlanz to Columbus, OH, on March 11, 2020, to attend the OJFSDA Workforce Committee meeting. A county vehicle will be used for travel. Estimated expenses: \$15.00. John Regis, Jr. to Cadiz, OH, on March 20, 2020, to attend the WDB & COG meetings. Estimated expenses: \$35.13.

**SENIORS**-Gary Armitage, Mindy Flood, and Cory Clark to Cambridge, OH, on March 16, 2020, to attend the AAA9 mandatory meeting for Homemaker/Personal Care providers. A county vehicle will be used for travel. Tish Kinney to Triadelphia, WV, for a senior outing to The Highlands. Donna Steadman to Cambridge, OH, on March 27, 2020, for a senior outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 26, 2020.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF OAKVIEW JUVENILE RESIDENTIAL CENTER'S BUDGET REQUEST TO ODYS-COMMUNITY CORRECTIONS FACILITIES GRANT FY 2021**

Motion made by Mr. Meyer, seconded by Mr. Echemann to authorize Commission Vice-President Jerry Echemann to execute the Oakview Juvenile Residential Center's Budget Request to the Ohio Department of Youth Services-Community Corrections Facilities Grant for FY 2021 in the amount of \$1,435,838.33.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Absent

**IN THE MATTER OF APPROVING APPLICATION FOR USE OF MUNICIPAL STREET FUNDS/CITY OF MARTINS FERRY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the City of Martins Ferry's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$32,000.00 based upon the recommendation of Belmont County Engineer, Terry Lively, for an embankment failure improvement to State Route 647 (in corporation).

*Note: The estimated cost is \$49,107.56 of which \$32,000.00 will be paid from this source.*

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF ADOPTING JOB DESCRIPTION FOR OFFICE MANAGER FOR ANIMAL SHELTER**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the job description for Office Manager for the Belmont County Animal Shelter, effective March 4, 2020.

**Belmont County Animal Shelter**

**Job Title:** Office Manager  
**Supervised By:** Dog Warden  
**Classification:** Classified  
**Hourly Base Rate:** To Be Determined by Experience

**Position Summary:**

The Office Manager of the Belmont County Animal Shelter (BCAS) is an employee of the Belmont County Commission and, as such, shall comply with all rules, regulations, and directives of the Commission. The Office Manager shall report directly to the Dog Warden.

**General Conduct:**

- Follow all directives of the Dog Warden in a timely manner.
- Maintain confidentiality of records and activities at the shelter.
- Represent the interests of the BCAS in dealing with the public.
- Exhibit professional conduct, speech, and dress.

**Essential duties and responsibilities:**

**A. General Office**

- Answer phone calls.
- Greet patrons and escort individuals through the shelter. Be attentive and polite to the public in person and on the telephone. Show animals and provide information regarding animals.
- Check and respond to all emails daily.
- Disseminate messages promptly.
- Keep a log of calls with questions/complaints and refer them to the proper authority.
- Maintain records, files, and office equipment.
- Keep the office space and equipment well organized and clean.
- Prepare schedules for animal transports, surgeries, etc.
- Prepare reports and/or other documents as directed by the Dog Warden.
- Market animals via Facebook, Petfinder, and other means as directed by the Dog Warden.
- Maintain, motivate, and recognize volunteer program.
- Oversee volunteers and outside agency workers to promote good safety practices and humane, kind treatment of the animals.
- Primary responsibility for tracking the medical care of animals.
- Clean and disinfect pens, floors and related kennel areas in accordance with established practices. Launder all necessary items.
- Keep daily count of all animals. Maintain records of all sheltered animals.
- Know and follow guidelines in the adoption process.
- Supervise animal care procedures scheduling and protocols for animal intakes, veterinarian check, vaccinations, euthanasia, adoption, and foster care programs.
- Responsible for processing adoptions of animals from the shelter, including proper documentation and adherence to BCAS policies

and procedures.

- Oversees maintenance of accurate, up-to-date comprehensive health records, cage cards, and shelter statistics. Follow records keeping practices for controlled pharmaceutical substances, tests, and medical equipment for the shelter.
- When able, provides and oversees the care of the animals at the shelter including proper feeding, watering, exercising, bathing, and cleaning of cages. Monitors the health of the animals, medication and vaccinating animals. Ensures all animals are up-to-date on vaccinations, ensures all animal procedures such as fecal and blood tests have been administered and ensures all animals are spayed or neutered before adoption.

**B. Fiscal Responsibilities**

- Maintain fiscal records.
- Provide a receipt for all monies received for the day in the receipt book and enter into Shelter Manager.
- Make daily deposits.
- Provide the Dog Warden with a daily audit of money spent and received.
- Assure that all money collected for the day is counted and entered on the accounts receivable page and locked.
- Maintain a record of in-kind donations and their donor. Send thank you cards.

**C. Maintain Shelter Manager Program**

- The Office Manager is responsible for maintaining a log of equipment and materials in Shelter Manager and assuring that the Shelter Manager program is kept up to date; print documents as needed.
- Assure that any animal admitted to the shelter is photographed and entered into the system on the day of their arrival at the shelter.
- Print cage cards and update as needed.
- Maintain records of animal adoptions.
- Maintain records of persons who apply to and/or adopt animals.
- **Skills and Knowledge:**
  - Strong organizational, interpersonal and communication skills.
  - Must be able to work well with others.
  - Must maintain office and computer skills.
  - Must have proficiency in data entry.
  - Must have knowledge of email programs.

**Unusual Work Conditions:**

- Exposure to unpleasant odors and noises.
- Exposure to bites, scratches and animal wastes.
- Possible exposure to contagious diseases.

**Education:**

- High school education.

**Required Qualifications:**

- Must possess a valid driver's license and must have dependable transportation.
- Computers skills with proficiency in Microsoft Word and Excel for data entry are required. Shelter Manager a plus.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF DONALD HINDMAN, PART-TIME DRIVER/SOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Donald Hindman as a part-time driver with Senior Services of Belmont County, effective February 27, 2020.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF DOUGLAS HEATON, PART-TIME DRIVER/SOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Douglas Heaton as a part-time driver with Senior Services of Belmont County, effective February 28, 2020.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF ACCEPTING THE TAX INCENTIVE REVIEW COUNCIL RECOMMENDATION**

Motion made by Commissioner Echemann, seconded by Commissioner Meyer to adopt the following:

**RESOLUTION**

WHEREAS, the Tax Incentive Review Council Board met on the 2nd of March, 2020, to review all outstanding enterprise zone agreements under the jurisdiction of Belmont County, Ohio and;

WHEREAS, the Tax Incentive Review Council Board at this annual meeting determined that the current abatement in Belmont County is in full compliance of all covenants issued to it, and;

WHEREAS, the Council's recommendation to the Board of County Commissioners is that the following entity be approved for a continuation of the abatement for the tax year 2020:

***Muxie Distributing Company***

NOW THEREFORE, BE IT RESOLVED, by the Board of Belmont County Commissioners, that the Board does hereby approve the recommendation of the Tax Incentive Review Council Board as hereto referenced.

Upon roll call the vote was as follows:

Mr. Echemann	<u>Yes</u>
Mr. Meyer	<u>Yes</u>
Mr. Dutton	<u>Absent</u>

**IN THE MATTER OF APPROVING THE PURCHASE OF VEHICLES FOR ADULT PROBATION DEPARTMENT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the purchase of one (1) 2019 Chevy Impala, from Auto Choice in Bellaire, OH, for a total cost of \$22,682.00 and one (1) 2020 Chevy Impala from Whiteside Chevrolet in St. Clairsville, OH, for a total cost of \$24,730.00, for the Adult Probation Department, to be purchased with TCAP funds, based upon the recommendation of Chief Probation Officer Ed Gorence. One of these vehicles will replace an older vehicle that will be sent to auction and the other is an addition to the fleet.

*Note: The two (2) Dodge Chargers ordered in 2019 are no longer available from the manufacturer. Both vendors beat the state minimum purchase pricing.*

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF ENTERING INTO CONTRACT WITH AERO-MARK COMPANY LLC/ENGINEER'S PROJECT 19-7**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into contract with Aero-Mark Company LLC, in the amount of \$176,000.00 for the Belmont County Engineer's Project 19-7 BEL VAR Pavement Markings Phase 4, based upon the recommendation of Belmont County Engineer Terry Lively.

*Note: This project will be paid for by MVGT funds.*

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
BELMONT COUNTY ENGINEER'S  
PROJECT #19-7: BEL VAR PM - PHASE 4 - PID 104763  
FAN E190576**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 4th day of March, 2020 between **THE AERO-MARK COMPANY LLC**, 10423 Danner Drive, Streetsboro, OH 44241, and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **THE AERO-MARK COMPANY LLC** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to place pavement markings on portions of various County Highways in accordance with the plans and specifications and all related Work described by the Contract Documents and the FHWA Form 1273 contract provisions.

All Work for BEL VAR PM - PHASE 4 - PID 104763 shall be completed within 120 calendar days after award of the project.

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2019, and shall be under the direction of the County Engineer.

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
128.27 MILE	643 - CENTER LINE, DOUBLE, 4-INCH	\$1,270.00	\$162,902.90
2.60 MILE	643 - EDGE LINE, 4-INCH	\$700.00	\$1,820.00
0.50 MILE	643 - LANE LINE, WHITE, 4-INCH	\$490.00	\$245.00
0.26 MILE	643 - LANE LINE, YELLOW, 4-INCH	\$600.00	\$156.00
48 EACH	643 - LANE ARROW	\$65.00	\$3,120.00
434 FEET	643 - STOP LINE, 12-INCH	\$4.83	\$2,096.22
256 FEET	643 - TRANSVERSE/DIAGONAL LINE, YELLOW	\$5.00	\$1,280.00
2 EACH	643 - WORD ON PAVEMENT, ONLY, 96"	\$200.00	\$400.00
LUMP SUM	643 - TWO WAY RADIO EQUIPMENT	\$1.00	\$1.00
1,000 EACH	832 - EROSION CONTROL	\$1.00	\$1,000.00
LUMP SUM	614 - MAINTAINING TRAFFIC	\$1,500.00	\$1,500.00
LUMP SUM	624 - MOBILIZATION	\$1,478.88	\$1,478.88
	<b>BEL VAR PM - PHASE 4 - PID 104763 TOTAL</b>		<b>\$176,000.00</b>

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **THE AERO-MARK COMPANY LLC** shall cause to be executed a bond to the satisfaction of the Commissioners and the Ohio Department of Transportation for the faithful performance of the work, and for the security of the County and the Ohio Department of Transportation, against pecuniary loss.

**BELMONT COUNTY COMMISSIONERS**

Jerry Echemann /s/

Josh Meyer /s/

**THE AERO-MARK COMPANY LLC**

By: Kevin J. Krenn /s/

Kevin J. Krenn, vice president

*Print/Type Signature*

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent



**IN THE MATTER OF SIGNING THE AGREEMENT WITH  
COLAIANNI CONSTRUCTION, INC/DIVISIONAL COURTS RENOVATION PROJECT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and authorize Commission Vice-President Jerry Echemann to sign the agreement with Colaianni Construction, Inc., in the amount of \$6,284,500.00 for the Belmont County Divisional Courts Renovation Project, based upon the recommendation of McKinley Architecture and Engineer, Project Architect.

**OWNER-CONTRACTOR AGREEMENT**

**Owner:**

Board of Commissioners of Belmont County, Ohio  
101 West Main Street  
St. Clairsville, Ohio 43950  
Telephone Number: 740.699.2155

**Project:**

Belmont County Divisional Courts Building Renovation  
52180 National Road  
St. Clairsville, Ohio 43950

**Contract:** General

**Alternates:** 01, 02, 03, and 05

**Contractor:**

Colaianni Construction, Inc.  
2141 State Route 150  
Dillonvale, Ohio 43917  
Telephone Number: 740.769.2362  
Fax Number: 740.769.2069

This document is an agreement between the Owner and the Contractor for the Work described in the Contract Documents related to the Contract identified above for the Project defined above and is effective as of the date the Agreement is signed by the Owner (the "Effective Date").

The Owner and the Contractor agree as set forth in the following sections:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents:
  - A. Legal Notice;
  - B. Instructions to Bidders;
  - C. Bid Form;
  - D. Owner-Contractor Agreement;
  - E. General Conditions of the Contract for Construction (AIA Document A201-2007), as modified;
  - F. Drawings;
  - G. Specifications;
  - H. Addenda issued;
  - I. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
  - J. Statement of Claim Form; and
  - K. Modifications issued after the execution of the contract, including:
    - i. A Change Order;
    - ii. A Work Change Directive; or,
    - iii. A written order for a minor change of the Work issued by the Design Professional in accordance with the General Conditions.

1.1 Notwithstanding anything in the Contract Documents to the contrary, in the event of any inconsistency, the provisions of this Agreement shall control over any other Contract Document, proposal, document, or other attachment. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements.

**Note: Non-Contract Documents.** The following are the reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Design Professional has used in preparing the Contract Documents. These are not Contract Documents. Geotechnical data is not a warranty of subsurface conditions and is not to be relied upon as a complete representation of all possible soil conditions. Neither Owner nor its consultants warrant the accuracy of the geotechnical data. It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist. Additional information, if needed by Contractor for geotechnical data or

site survey, shall be obtained by the Contractor at no additional cost to Owner. The General Conditions, as modified, contain additional terms related to these reports and tests.

Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings listed below, and except for such reliance on "technical data," Contractor shall not rely upon or make any claim against Owner or Architect with respect to: (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or (3) any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which Owner does not warrant. (Not applicable, if none are listed).

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**Note: Non-Contract Documents.** The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed).

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**2. DESIGN PROFESSIONAL RELATIONSHIP.** The Contract Documents shall not be construed to create a contractual relationship of any kind between the Design Professional and the Contractor or any Subcontractor or Material Supplier to the Project. The Design Professional, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Design Professional that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Design Professional that are performed for the sole benefit of the Owner. The Contractor shall forward all communications to the Owner through the Design Professional and hereby acknowledges and agrees that any instructions, reviews, advice, approvals, orders, or directives that are rendered to it by the Design Professional are specifically authorized and directed by the Owner to the Contractor through the Design Professional acting on behalf of the Owner.

**2.1** The Design Professional (also called the "Architect") is:  
McKinley & Associates  
The Maxwell Center  
32 Twentieth St., Suite 210  
Wheeling, WV 26003  
Telephone Number: 304.233.0140;  
Fax Number: 304.233.4613

**3. TIME FOR COMPLETION AND PROJECT COORDINATION.**

**3.1 DATE OF COMMENCEMENT.** The date of commencement of the Work shall be the date identified in the Notice to Proceed issued by the Owner, or by the Owner through the Design Professional, to the Contractor, or if there is no Notice to Proceed, the Effective Date of this Agreement.

**3.2 DATE OF SUBSTANTIAL COMPLETION.** The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the Project, all in accordance with the Drawings and Specifications prepared by the Design Professional. The Contractor shall achieve Substantial Completion of its Work on the Project, as defined in the General Conditions, no later than **244 calendar days** after the Date of Commencement ("Date of Substantial Completion").

BELMONT COUNTY – OWNER-CONTRACTOR AGREEMENT  
OCA-2

**3.2.1 DATE OF FINAL COMPLETION.** The Contractor shall achieve Final Completion of its Work on the Project, as defined the General Conditions, no later than **30 calendar days** after the Date of Substantial Completion ("Date of Final Completion").

**3.2.2 UTILITIES AND OPERATIONS.** Contractor shall not interrupt utilities to facilities or existing operations without prior written notice and approval by Owner.

Contractor's Construction Schedule for performing the Work shall account for Contractor not being able to perform Work on these dates and the contractual dates for Substantial Completion and Final Completion will not be changed due to Contractor not being able to perform Work on these dates.

**3.3 CONSTRUCTION SCHEDULE.** The Construction Schedule shall be developed by the Contractor as provided in the Contract Documents.

**3.4 LIQUIDATED DAMAGES.** If the Contractor does not have its Work on the Project Substantially Complete by the specified Date for Substantial Completion or Finally Complete by the Date of Final Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable. "Contract Amount" of the Work will be determined by totaling the cost of all line items of Work, as set forth in the Schedule of Values.

**LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION**

<u>Original Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$500,000.00	\$ 750.00
\$500,000.01 to \$2,000,000.00	\$ 1,000.00
\$2,000,000.01 to \$10,000,000.00	\$ 1,300.00
\$10,000,000.01 to \$50,000,000.00	\$ 2,000.00
\$50,000,000.01 and greater	\$ 2,500.00

**LIQUIDATED DAMAGES – FINAL COMPLETION**

<u>Original Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$500,000.00	\$ 200.00
\$500,000.01 to \$2,000,000.00	\$ 250.00
\$2,000,000.01 to \$10,000,000.00	\$ 325.00
\$10,000,000.01 to \$50,000,000.00	\$ 500.00
\$50,000,000.01 and greater	\$ 625.00

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally Complete by the required date for Final Completion.

**3.5 INITIAL DECISION MAKER.** The Initial Decision Maker renders initial decisions on Claims in accordance with the claims process set forth in the General Conditions. The Initial Decision Maker shall be the Design Professional, unless a different Initial Decision Maker is identified below:

\_\_\_\_\_

4. **CONTRACT SUM (also called Contract Price).** The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is **\$6,284,500.00**, subject to adjustment as set forth in the Contract Documents. The Contract Sum includes Allowances, Accepted Alternates, and all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

4.1 Base Bid Amount: **\$5,804,000.00** (Lump Sum Bid); and

4.2 Accepted Alternates, included in the Contract Sum:

Alternate No.	Description	Amount
01	Site Improvements	\$133,500.00
02	Site Improvements	\$126,500.00
03	Site Improvements	\$110,500.00
05	Main Entrance Security Equipment	\$69,000.00

4.3 Allowances included in the Contract Sum:

Allowance Description	Amount
Chandelier	\$12,000.00
Contingency	\$25,000.00
Testing Concrete	\$4,000.00

4.4 [Not Used.]

4.5 If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

5. **RETAINAGE.** Retainage applicable to the Contract by Ohio Revised Code Sections 153.12, .13, and .14 will be withheld as defined in the Modified General Conditions. The Contractor agrees that the financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.

6. **[NOT USED.]**

7. **GENERAL.**

7.1 **MODIFICATION.** No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification

of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.

**7.2 ASSIGNMENT.** The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

**7.3 LAW AND JURISDICTION.** All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of the county in which the Project is located and each party hereby expressly consents to the exclusive jurisdiction of such court to the exclusion of any other court, including any U.S. District Court or any other federal court.

**7.4 CONSTRUCTION.** The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

**7.5 APPROVALS.** Except as expressly provided herein, the approvals and determinations of the Owner and Design Professional will be subject to the sole discretion of the respective party and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor has the burden of proving that it was not made in good faith by clear and convincing evidence.

**7.6 PARTIAL INVALIDITY.** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

**7.7 COMPLIANCE WITH LAWS AND REGULATIONS.** The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Chapter 4115 of the Ohio Revised Code and Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

**7.7.1 NON-DISCRIMINATION.** Contractor agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
- .3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

BELMONT COUNTY – OWNER-CONTRACTOR AGREEMENT  
OCA-5

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**7.7.2 PREVAILING WAGE RATES.** The Contractor and its subcontractors, regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115.

**7.7.3 ETHICS.** By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

**7.8 JOB MEETINGS.** The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.

**7.9 PROPERTY TAX AFFIDAVIT.** The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

**7.10 PARTNERING.** Contractor agrees that it will participate, as part of the Contract Sum, in any partnering sessions scheduled by Owner.

**7.11 WARRANTIES.** Notwithstanding anything to the contrary in the Contract Documents, including the Project Manual and Specifications, no warranties by Contractor shall be limited to any time shorter than the statute of limitations for written contracts in Ohio.

**7.12 CONTRACTOR ATTESTATIONS.**

- .1 Contractor attests that it has not scaled these contract documents to determine quantities for bids, as Contractor has field verified and taken its own dimensions to determine the quantities for its bid.
- .2 Contractor agrees that all the scales noted on the drawings are correct; so as to give it an "intent" of what is to be bid. Contractor has not relied on any other dimensions than what are noted in text and dimension lines.
- .3 Contractor has thoroughly read the Contract Documents and has asked any and all questions it has on the intent of the scope of work, or supposed errors and omissions contained in these drawings, during the bid process and prior to signing this Agreement.
- .4 Contractor will not be asserting a claim for additional time or money associated with the three issues listed above.
- .5 Contractor believes it has accurately interpreted the Contract Documents and has asked for clarification and received satisfactory response for all items not thoroughly addressed or appeared to be conflicting in the Contract Documents and has found all stipulations and requirements contained in this Agreement are as stated in the bid specifications and are enforceable according to Ohio Law, including but not limited to the Owner's right of offset, and the Owner's right to assess liquidated damages for work not completed according to the milestones listed on the project schedule contained in the Contract Documents.

**7.13 ENTIRE AGREEMENT.** This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

Owner:  
**Board of Commissioners of Belmont County, Ohio**

Contractor:  
**Colaiani Construction, Inc.**

By: Jerry Echemann

By: Vincent D. Colaiani

Name: Jerry Echemann

Name: Vincent D. Colaiani

Title: Commissioner - Vice President

Title: Vice President

Date: 3-4-20

Date: March 2, 2020

**CERTIFICATE**

**(Section 5705.41, R.C.)**

The undersigned, fiscal officer of the Owner, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the Owner, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Fiscal Officer's Certificate.

DATED: 3/3/2020

Ay U.  
Fiscal Officer

APPROVED AS TO FORM:

David F. White  
PROSECUTING ATTORNEY

BELMONT COUNTY – OWNER-CONTRACTOR AGREEMENT  
OCA-7

14713711v2

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Absent

**OPEN PUBLIC FORUM**-Allan Ketzell II, Belmont County Fire and Squad Association, gave a history of the funding provided by the county to the EMS agencies. In 1994 they were given \$10 per run by the county. In 1995 the county gave \$1,300 per year to each department, in 2000 it went to \$6,000 per year and now they receive \$6,800 per year. Mr. Ketzell said the cost of equipment and insurance is rising. He asked if there is any way the commissioners could provide more money. Mr. Echemann said it would be difficult for them to raise that \$6,800 figure due to the sales tax is more or less flat and not increasing. He added when the budget was done for the year a lot of departments were cut 7%, 10% or 11%. Mr. Echemann said they are not mandated to give funding to EMS departments and all other non-mandated entities beside the E-squads took a reduction. "Our budget has flat-lined. We chose to keep funding EMS at this point and time. We've cut just about every budget in the county that we do have to fund," said Mr. Meyer. He noted they usually cut non-mandated entities first. Mr. Meyer explained the county's expenses have gone up as well, which has been well documented. Mr. Meyer said there is currently a critical situation at the jail due to overcrowding and they may be looking at a jail expansion at some time. He said it's currently costing \$400,000 a year to house prisoners outside the county. He said the board will assess the request when they work on next years' budget and meet with them in the fall to discuss.

**RECESS**

March 4, 2020

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 9:54 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, and Attorney Bryan Butcher (via phone), pursuant to ORC 121.22(G)(3) Court Action Exception.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:13 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:13 a.m..

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

Mr. Echemann said as a result of executive session there is one motion.

**IN THE MATTER OF APPOINTING BRIAN D. BUTCHER AS  
SPECIAL COUNSEL IN A STATE PERSONNEL BOARD OF REVIEW APPEAL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to appoint Brian D. Butcher, pursuant to ORC 309.09(C), as special counsel to assist the Board of Commissioners in the appeal of case numbers 2020-REM-02-0015/0016 and 2020-REC-02-0016 before the State Personnel Board of Review; the rate for legal services to be \$165 per hour plus reasonable and necessary expenses, and mileage being at the IRS rate at the time the mileage is incurred.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:14 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

Note: Katie Bayness, HR Administrator, was present for the executive session.

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:51 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:51 a.m..

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

Mr. Echemann said as a result of executive session there is one motion.

**IN THE MATTER OF AMENDING MOTION MADE ON  
FEBRUARY 12, 2020 REGARDING MICHAEL SCHLANZ TO  
INCLUDE INCREASE IN LONGEVITY PAY FROM CURRENT  
PAY RANGE 34 TO PAY RANGE 36**

Motion made by Mr. Echemann, seconded by Mr. Meyer to amend the motion made on February 12, 2020 regarding Michael Schlanz to include an increase in longevity pay from the current pay range 34 and move him to pay range 36 resulting in an additional \$57.60 per pay.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent



March 4, 2020

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 10:53 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 10:53 a.m.  
Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

Read, approved and signed this 18th day of March, 2020.

J. P. Dutton /s/ \_\_\_\_\_

Jerry Echemann /s/ \_\_\_\_\_

COUNTY COMMISSIONERS

Josh Meyer /s/ \_\_\_\_\_

We, J. P. Dutton and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

J. P. Dutton /s/ \_\_\_\_\_ PRESIDENT

Jayne Long /s/ \_\_\_\_\_ CLERK